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SUPERIOR ACID
& IRON LIMITED

FIRST
ANNUAL REPORT
1968

SUPERIOR ACID & IRON LIMITED

HEAD OFFICE

Suite 209, 185 Bay Street,
Toronto 116, Ontario

DIRECTORS

R. G. Caine, Toronto, Ontario
B. G. Cheney, Ashtabula, Ohio
J. P. Manley, Q.C., Toronto, Ontario
W. C. Ralston, Toronto, Ontario
D. L. Roberts, Toronto, Ontario
W. E. Rogan, Toronto, Ontario
J. E. R. Wood, Vancouver, B.C.

OFFICERS

J. E. R. Wood, Chairman
W. C. Ralston, President
R. G. Caine,
Vice President and Treasurer
J. P. Manley, Q.C., Secretary

STOCK REGISTRAR AND TRANSFER AGENT

Guaranty Trust Company of Canada,
366 Bay Street, Toronto, Ontario
624 Howe Street, Vancouver, B.C.

SOLICITORS

Manley, Grant, Armstrong & Camisso,
366 Bay Street, Toronto, Ontario

AUDITORS

Peat, Marwick, Mitchell & Co.,
4 King Street West, Toronto, Ontario

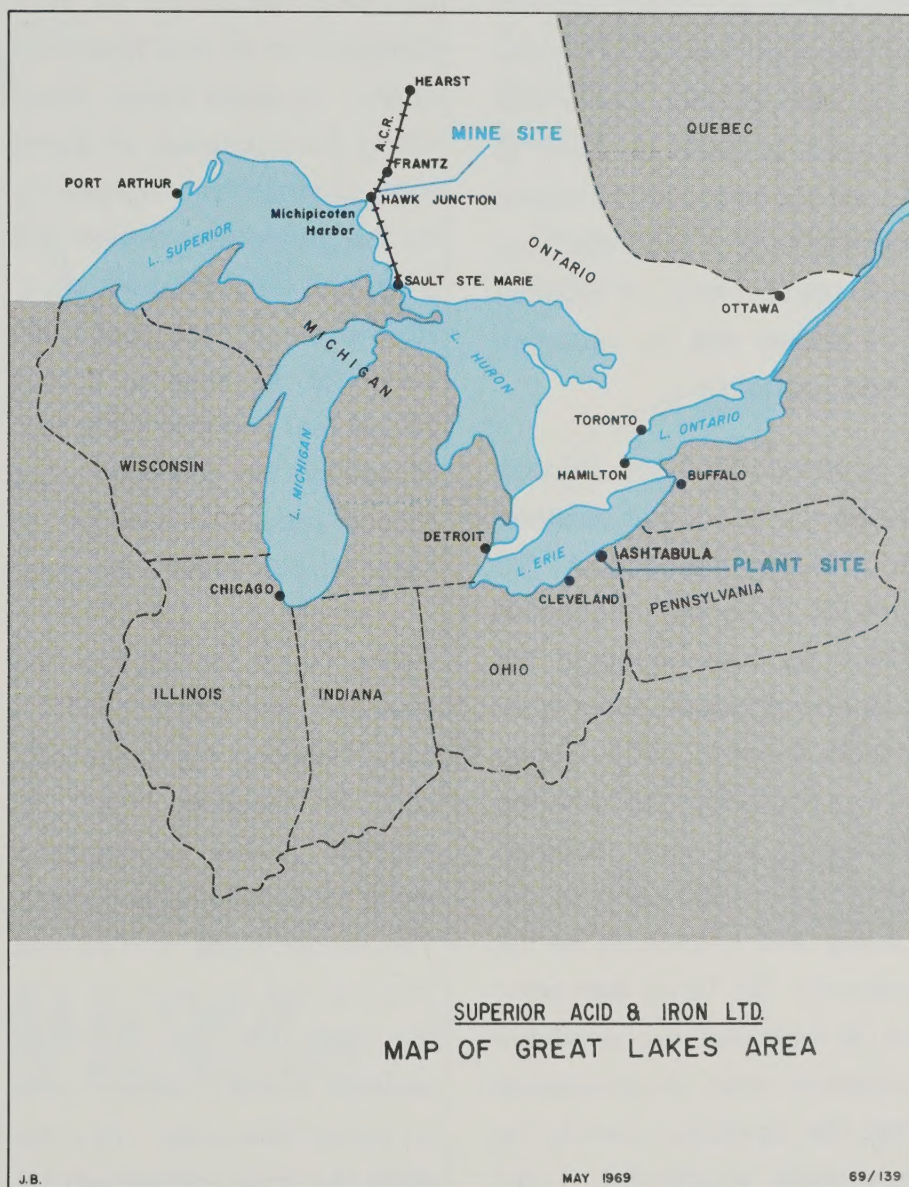
NOTICE OF ANNUAL MEETING

The Annual Meeting of the shareholders of Superior Acid & Iron Ltd. will be held in the Manitoba Room, The Royal York Hotel, 100 Front Street West, Toronto, Ontario, on Friday, the 20th day of June, 1969, at the hour of 10.00 o'clock in the forenoon, Toronto time.

DIRECTORS' REPORT TO THE SHAREHOLDERS

The directors are pleased to submit the First Annual Report for your Company which sets out the future plans of the Company and its operations during the past year.

The included maps show the location of your Company's optioned pyrite properties near the end of Lake Superior. If the feasibility of the entire project is estab-



lished and the senior financing arranged, it is planned that 2,000 tons of ore per day will be mined and concentrated at this site and the concentrate will be delivered the thirty miles to Michipicoten Harbour by rail and thence to Ashtabula, Ohio, by ship. It is further planned to build a plant at Ashtabula where an estimated 400,000 tons of sulphuric acid and 185,000 tons of blocked iron pellets will be manufactured annually.

In November, 1968, Duncan R. Derry Limited was retained to evaluate the project. To give Dr. Derry the information which he required about the property, eighteen holes were drilled thereon. The results of this work, together with the assays of the core material, gave him confirmation of the quality and magnitude of the orebody. Dr. Derry then went on to consider the available economic data. He concluded that the operation should be financially successful if his

preliminary estimates were substantiated by a feasibility study which he recommended.

In March of this year, Henry J. Kaiser Company (Canada) Ltd. was employed by your Company to do that feasibility study. To assist Kaiser, Dorr-Oliver Incorporated, of Stamford, Connecticut, agreed to do the preliminary design and pricing of the Ashtabula plant. At the same time, contracts were let to drill a further 15,000 feet and drift 1,700 feet of adit on the property. The Kaiser report should be in hand for this Annual Meeting.

The Derry report and the work in connection with it were financed by the private sale in October, 1968, of 100,000 shares of treasury stock for one dollar per share. The Kaiser study and related projects will be paid for with the \$988,000 net proceeds realized by the Company from its recent financing. To complete the total project will re-

quire an estimated 22 millions of dollars of senior financing.

In April, 1969, an amendment to the Mining Act was proposed in the Ontario Legislature which would make mandatory the refining in Canada of Ontario mined ore. Your Company made representations to the Minister of Mines, who promised by letter and again in the press to recommend to the Cabinet an exemption for your Company from such legislation if it should become law. The exemption, if granted, is requested for a ten-year period and would be subject to renewal.

The President of your Company has been responsible for most of the marketing research to date. In the early months of 1968, Mr. Ralston did a wide-ranging study of the sulphuric acid market in North America. That effort revealed the attractiveness of the Ashtabula area, and

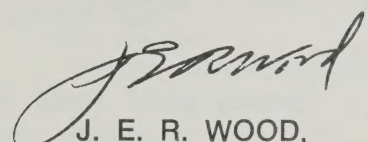
prompted the incorporation of your Company in July of that year. During the second quarter of 1969 he resumed his marketing role and sought

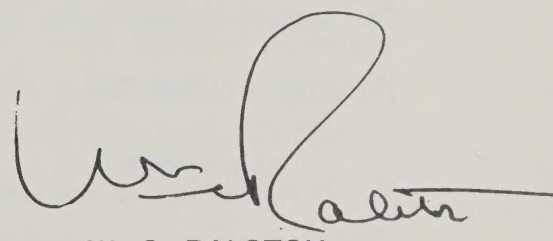
customers for the Company's products. Mr. Ralston is hopeful that contracts for the entire output of the Ashtabula plant can be negotiated to meet the

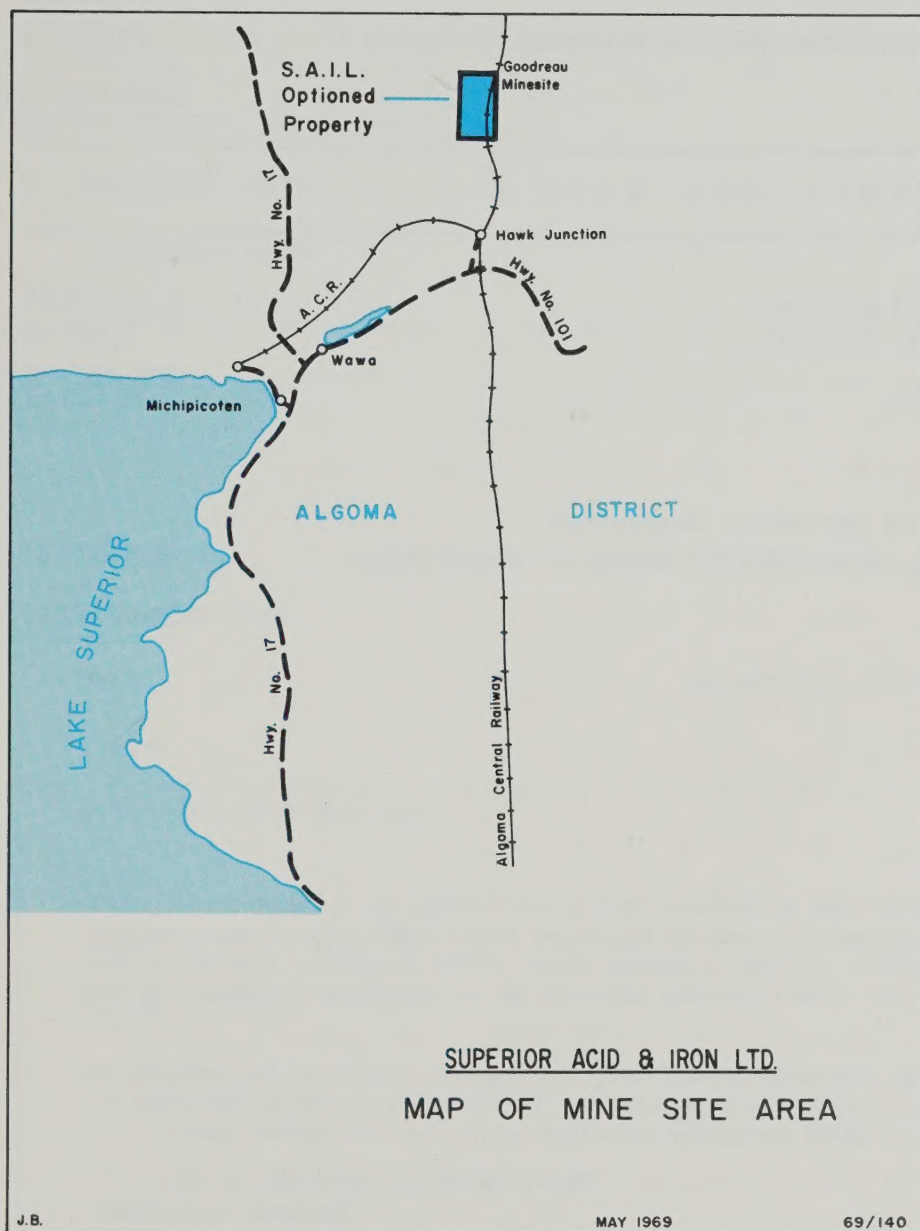
anticipated prerequisite of senior financing.

Your Directors take this opportunity to thank its geological engineer, Mr. Donald W. Esson, its other consultants, its contractors, and its shareholders for their support and interest.

On behalf of the Board of Directors,


J. E. R. WOOD,
Chairman.


W. C. RALSTON,
President.



SUPERIOR ACID & IRON LIMITED

Balance Sheet - December 31, 1968

ASSETS

Current assets:

Cash	\$ 61,334.79
Prepaid expenses	4,445.00
Total current assets	65,779.79
Mining option, at cost (notes 1 and 2)	330,000.00
Deferred exploration, development and administrative expenses (Schedule 1)	70,652.78
	<u>\$466,432.57</u>

LIABILITIES AND SHAREHOLDERS' EQUITY

Current liabilities:

Accounts payable and accrued liabilities	\$ 38,898.05
Due to parent, Western Iron & Acid Ltd.	7,527.52
Total current liabilities	46,425.57

Shareholders' equity:

Capital stock (note 3):	
Common shares of no par value. Authorized	
3,000,000 shares; issued 900,007 shares — stated value	420,007.00
	<u>\$466,432.57</u>

See accompanying notes to financial statements.

Auditors' Report

To the Shareholders of
Superior Acid & Iron Limited

We have examined the balance sheet of Superior Acid & Iron Limited as of December 31, 1968 and the statement of source and application of funds for the period July 4, 1968 (date of incorporation) to December 31, 1968. Our examination included a general review of the accounting procedures and such tests of accounting records and other supporting evidence as we considered necessary in the circumstances.

In our opinion, these financial statements present fairly the financial position of the company at December 31, 1968 and the source and application of its funds for the period July 4, 1968 to December 31, 1968, in accordance with generally accepted accounting principles applied on a consistent basis.

Toronto, Ontario,
February 5, 1969.

PEAT, MARWICK, MITCHELL & CO.
Chartered Accountants.

Deferred Exploration, Development and Administrative Expenses

FOR THE PERIOD FROM JULY 4, 1968

(date of incorporation) to December 31, 1968

Exploration and development:

Feasibility study	\$ 2,650.00	
Geological fees	8,021.29	
Drilling	39,010.25	
Mine site	<u>3,949.55</u>	53,631.09

Administrative:

Directors' fees	1,025.00	
Rent	1,500.00	
Travel	10,111.71	
Telephone and telegraph	861.12	
Audit	500.00	
Legal	2,000.00	
Sundry	<u>1,023.86</u>	17,021.69
		<u>\$70,652.78</u>

SUPERIOR ACID & IRON LIMITED

Statement of Source and Application of Funds

FOR THE PERIOD FROM JULY 4, 1968

(date of incorporation) to December 31, 1968

Funds provided:

Issue of treasury shares (note 3):

Cash	\$100,007.00
Mining option	320,000.00
	<hr/>
	420,007.00

Funds used:

Acquisition of mining option (notes 1 and 2)	\$330,000.00	
Deferred exploration, development and administrative expenses ..	70,652.78	400,652.78
	<hr/>	<hr/>
Working capital — December 31, 1968		\$ 19,354.22
		<hr/>

See accompanying notes to financial statements.

Notes to Financial Statements

DECEMBER 31, 1968

1. On August 19, 1968 the Company obtained a working option on certain lands in the District of Algoma in the Province of Ontario comprising 493.8 acres in Township 28, Range 26. These lands are subject to the following conditions and arrangements under prior agreements:
 - (a) With respect to 380.17 acres of the lands mentioned above, Irsugo Consolidated Mines Limited, ("Irsugo"), Toronto, Ontario, is the owner of such acreage. The land is subject to a perpetual rent charge in favour of The Algoma Central and Hudson Bay Railway Company ("Algoma") charged upon and issued out of the said lands and the mines and minerals thereon, of the amount of the royalties as follows:
 - (i) On gold, silver, copper or nickel, two (2) per cent of the market value of the output up to \$1,000,000, three (3) per cent of the market value of the output over \$1,000,000 up to and including \$4,000,000 and five (5) per cent of the market value of the output over \$4,000,000;
 - (ii) On iron ore (excepting siderite, pyrites and other sulphides) fifteen (15) cents per long ton of raw ore;
 - (iii) On siderite, pyrites, or other sulphides, ten (10) cents per long ton of raw ore;
 - (iv) On other minerals, not less than fifteen (15) cents per long ton of raw ore, and not more than five (5) per cent of their market value at date of shipment.
 - (b) By virtue of a lease dated the 19th day of May, 1939, comprising the leasehold lands registered under The Land Titles Act as Parcel 498 in the Register for Algoma Leaseholds in the District of Algoma, being 113.63 acres more or less in Township 28, Range 26, of the District of Algoma, Algoma is the lessor and Irsugo is the lessee for a term of ninety-nine years to be computed from the 1st day of June, 1939, at an annual rental of \$1.00 payable in advance on the 1st day of June in each and every year during the currency of the lease and yielding and paying as rent in addition thereto on the 15th day of each and every month during the currency of the lease royalties identical to those set out in paragraph (a) above. The lease provides that the lessee shall pay taxes, rates and all other assessments and shall have full power to search for etc. and mine minerals which may be found on the said lands.
 - (c) By agreement (hereinafter referred to as the "Option Agreement"), dated the 14th day of March, 1967, and made between Northwood Mining Limited, Vancouver, B.C. ("Northwood"), and Irsugo the latter company granted a working option to Northwood to acquire the freehold lands and the leasehold lands referred to above. Subject to the rents and royalties above mentioned as outlined in note 2, certain payments are required to be made to keep the option in good standing.

The option agreement provides Northwood with the sole and exclusive right to enter upon the mining lands and exclusive possession thereof and to prospect, develop, explore, diamond drill and do all other mining work thereon and thereunder as Northwood may in its sole discretion deem advisable, and to bring upon and erect upon the mining lands such mining plant, buildings, machinery, tools, appliances and/or equipment and to take from the mining lands and sell or dispose of ores,

minerals and metals for the purpose of making assays and tests. Northwood shall have the right and option at any time before the 14th day of August, 1973, providing the option remains in full force and effect, to notify Irsugo that it has decided to proceed with the development of the mining lands or a portion thereof and to bring same into commercial production and that it has arranged adequate financing for such purpose, whereupon Northwood will then be committed to put the mining lands or a portion thereof into commercial production, all in accordance with a feasibility report which will be prepared by Northwood and delivered to Irsugo. Upon delivery by Northwood to Irsugo of the said notice, evidence of finances and the feasibility report, Irsugo shall execute and deliver to Northwood a good and valid conveyance of the freehold lands and an assignment of the lease with respect to the leasehold lands, subject in each case to the rentals and royalties payable to Algoma, and the consideration for such conveyance and assignment shall be \$950,000.00 payable by Northwood to Irsugo out of 10% of the net profits as defined in the option agreement made by Northwood from commercial production from the said mining lands.

- (d) By an agreement dated the 20th day of December, 1967, Northwood transferred and assigned all its, right, title and interest in and to the option agreement and in and to the freehold lands and the leasehold lands to Western Iron & Acid Ltd. (formerly Superior Iron & Acid Ltd.), Vancouver, B.C., (hereinafter referred to as the "B.C. Company"), and the B.C. Company covenanted and agreed to carry out all the covenants and obligations of Northwood under the option agreement.
- (e) By a further agreement dated the 19th day of August, 1968, the B.C. Company transferred and assigned to the Company all its right, title and interest in and to the option agreement and in and to the freehold lands and the leasehold lands, together with the full use and benefits of the economic feasibility study, the financial projection, several engineers' reports on the mining lands, the market studies and, in addition, the benefit of certain negotiations which have been carried on by the B.C. Company with various companies with reference to the storing, shipping and marketing of sulphuric acid and sponge iron. The consideration for the said assignment and the heretofore recited benefits was the allotment and issue to the B.C. Company of 800,000 shares in the capital of the Company, having a stated value of \$320,000.00 of which 125,000 shares were issued as free shares and the balance issued subject to certain terms of escrow.

2. With respect to the option agreement mentioned in 1(c) above, the Company paid \$10,000 in 1968 and is required to pay taxes and do any required assessment work and to pay the following instalments of the option price to keep the working option in good standing:

\$10,000 on or before March 14, 1969

\$10,000 on or before September 14, 1969

3. Since its incorporation on July 4, 1968 the Company has issued the following shares:

	Number	Amount
For cash	100,007	\$100,007.00
For mining option (note 1)	800,000	320,000.00
	<u>900,007</u>	<u>\$420,007.00</u>



AR23

New File

No Securities Commission or similar authority in Canada has in any way passed upon the merits of the securities offered hereunder and any representation to the contrary is an offence.

NEW ISSUE**SUPERIOR ACID & IRON LIMITED**

(Incorporated under the laws of the Province of Ontario)

650,000 SHARES

(without par value)

JOHN MARSHALL
866-3150

We, as principals, offer these shares, subject to prior sale, if, as and when issued and delivered by the Company and accepted by us, and subject to the approval of all legal matters on behalf of the Company by Manley, Grant, Armstrong & Camisso, and on our behalf by Fasken & Calvin, both of Toronto, Ontario.

Price: \$1.75 per share

	Price to Public	Underwriting Discount	Proceeds to Company *
Per Unit	\$1.75	\$0.23	\$1.52
Total	\$1,137,500	\$149,500	\$988,000

* Before deducting expenses payable by the Company estimated not to exceed \$30,000.

THESE SECURITIES ARE SPECULATIVE

The shares offered by this Prospectus are being sold by the Company. There is no market for the shares of the Company. The offering price was determined by agreement between the Company and the Underwriter.

The purpose of this issue is to provide the Company with sufficient funds to meet the cost of carrying out a major independent study as recommended by its consulting engineers to establish the feasibility of producing sulphuric acid and iron pellets from its pyrite deposits in the Michipicoten area of Ontario. The issue also provides funds for other necessary Company expenditures, including the repayment of outstanding liabilities. Reference is made to the captions "The Company", "Use of Proceeds" and "Principal Holders of Shares".

Subscriptions will be received subject to rejection or allotment in whole or in part and the right is reserved to close the subscription books at any time without notice. It is expected that definitive share certificates will be available for delivery on or about May 15, 1969.

NESBITT THOMSON SECURITIES LIMITED

MONTREAL

TORONTO

CALGARY	EDMONTON	FREDERICTON	HALIFAX	HAMILTON	KITCHENER
LONDON, ONT.	MONCTON	OTTAWA	PETERBOROUGH	QUEBEC	REGINA
SAINT JOHN	SYDNEY	VANCOUVER	VICTORIA	WINNIPEG	
	LONDON, ENG.	NEW YORK			

May 3rd, 1969.

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THE COMPANY

Superior Acid & Iron Limited (the "Company") was incorporated under The Corporations Act (Ontario) by letters patent dated the 4th day of July, 1968. The head office of the Company is located at Suite 209, 185 Bay Street, Toronto, Ontario.

The Company was formed primarily for the purpose of acquiring and exploring certain mining properties near Goudreau, Ontario, referred to under the caption "Property Interests". The Goudreau properties are located in the District of Algoma, in the Province of Ontario, 20 miles from the east shore of Lake Superior and 177 rail miles north of the City of Sault Ste. Marie and 38 rail miles from Michipicoten Harbour on Lake Superior. Access by ship to all Great Lakes ports and the St. Lawrence Seaway can be made from Michipicoten Harbour.

If the feasibility of the entire project is established, the Company proposes to develop a mine and related facilities at such properties to produce pyrite concentrates. The pyrite concentrates would be shipped by rail and boat to Ashtabula, Ohio, where the Company proposes to build a plant to produce sulphuric acid and iron pellets from the concentrates. The project appears to be economically viable on the basis of work done to date and present and anticipated market conditions for sulphuric acid and iron pellets in the Lower Great Lakes region of the United States.

The Company retained Duncan R. Derry Limited to undertake an evaluation of the project and to prepare a preliminary report as to the project's feasibility. The report prepared by Duncan R. Derry Limited, entitled "Superior Acid & Iron Limited, Preliminary Evaluation of Rand Pyrite Deposit, Goudreau, Ontario", is dated February 28th, 1969, and a copy thereof is on file with the Ontario Securities Commission, 123 Edward Street, Toronto, Ontario, and a copy thereof is also on file with the British Columbia Securities Commission, Law Courts Building, Victoria, British Columbia. Duncan R. Derry Limited has prepared a summary of the said report and has authorized its use in this prospectus. The following is the text of the said summary:

The study was undertaken to investigate the feasibility of mining a pyrite body near Goudreau, Ontario, and shipping the concentrates to Ashtabula, Ohio to produce sulphuric acid and iron-oxide pellets. Before the study could begin it was necessary to obtain additional data from diamond drilling, concentration tests and assays, and this preliminary work was done in December, 1968 and January, 1969. Mr. K. R. Coyne of A. H. Ross Associates reviewed metallurgical data and costs, Mr. W. F. Atkins of David S. Robertson and Associates studied and reported on mining methods and costs and Duncan R. Derry Limited prepared drill sections and plans and made tonnage and grade calculations.

The Rand No. 2 pyrite property consists of 493.80 acres under option by Superior Acid & Iron Ltd. from Irsugo Consolidated Mines Limited. The deposit is located on the Algoma Central Railway about 30 miles north of Michipicoten. Adequate water and some electric power are available locally.

The earliest reported work on the property consisted of trenching, diamond drilling and tunnelling in 1918 to investigate the pyrite zone. A better directed programme of diamond drilling and geological mapping was carried out in 1941 by Dr. J. E. Hawley. Duncan R. Derry Limited carried out further drilling in 1968-1969.

The Rand No. 2 Pyrite Deposit consists of two major east-west striking zones of sulphides known as the North and South Band along and near the contact between acid and basic volcanics. The zones have an average width of about 50', dip steeply northwards and have a total combined strike length of at least 4,000 feet. Mineralization consists primarily of pyrite with minor pyrrhotite and marcasite, with silica, and in some portions siderite comprising the gangue minerals. The sulphides, where tested, do not contain sufficient amounts of minor constituents to be unacceptable as feed for production of iron-oxide pellets.

The deposit outcrops on a hill rising to the west of the Algoma Central Railway and it is estimated that above A.C.R. (Zero) track elevation, there are 4,383,700 tons of Probable Ore grading 50.3% pyrite and 1,543,600 tons of Possible Ore grading 45.1% pyrite of which 4,500,000 tons should be mineable. Below track elevation to a projected depth of 300 feet there are an estimated 6,517,600 tons of Possible Ore grading 49.7% pyrite. All grade and tonnage estimates are before dilution.

These ore reserve estimates are based on somewhat incomplete drill data and a further 20,000 feet of cross-section drilling and 1,700 feet of drifting will be required to confirm grade and tonnage. An adit would be driven from the A.C.R. siding about 20 feet above track level to explore the North Band.

On the basis of a 2,000 ton per day operation, the configuration of the zones and the low unit value of pyrite, an open blasthole stoping method has been recommended. It is estimated that if the total mineable Probable and Possible Ore above the adit level can be proven there will be sufficient reserves for almost 7 years of production. Possible Mineable Ore reserves below this level approximate 7,000,000 tons and would, if proven, ensure production for a further 11 years. In addition it is reasonable to expect that the zones will continue below these levels.

Metallurgical tests by Lakefield Research of Canada Ltd. indicate that a concentrate assaying 80% pyrite which is suitable for acid manufacture can be made by flotation. It is considered, although not yet confirmed, that a 90% pyrite concentrate with a recovery of 90% is probable and this grade would be required for marketable iron-oxide pellet production, although pellet price will be lowered due to excessive Alumina content. Bulk samples and additional metallurgical work are required. The proposed milling rate would be 2,000 tons per day.

It is estimated that the treatment of 645,000 tons per year of ore grading 45% pyrite or 24% sulphur, would yield 400,000 tons per year of 98% sulphuric acid and 193,000 tons of Iron Oxide pellets containing 63% iron.

Pyrite concentrates would be transported by rail to Michipicoten Harbour on Lake Superior and thence by bulk vessel to Ashtabula, Ohio, to provide source material for the operation of a sulphuric acid and iron-oxide pellet producing plant.

A unique feature of this operation is that potential markets for sulphuric acid and iron-oxide pellets lie within a 200 mile radius of the proposed plant site. The current price for sulphuric acid in the Lower Great Lakes region is U.S. \$33.00/ton F.O.B. Sellers' plant. There are no obvious factors which should reduce this demand and it may be reasonably assumed that an average selling price of U.S. \$24.00 per ton of acid would be maintained over the long term, and that the price should not fall below U.S. \$19.00/ton.

The current selling price of 25.2¢ per long ton unit for best grade iron-oxide pellets, is not expected to decrease. A selling price of 24.2¢ per unit, equivalent to U.S. \$13.61/short ton, is thought to be a reasonable expectation of the long term price for the lower quality pellet.

The gross annual revenue anticipated from sales of sulphuric acid and iron-oxide pellets is \$11,044,900 at \$19.00/ton U.S. for acid and \$13,204,900 at \$24.00/ton U.S., as shown below.

CASH FLOW SUMMARY PER ANNUM

TOTAL REVENUE		Acid \$19/ton	Acid \$24/ton
Acid	\$ Cdn	8,208,000	\$ Cdn 10,368,000
Pellets		2,866,900	2,866,900
	\$ Cdn	11,044,900	\$ Cdn 13,204,900
TOTAL OPERATING COSTS ...	\$ Cdn	6,912,900	\$ Cdn 6,912,900
NET OPERATING PROFIT	\$ Cdn	4,132,000	\$ Cdn 6,292,000
ESTIMATED CAPITAL COSTS	\$ Cdn	21,994,000	\$ Cdn 21,994,000

From this study it is apparent that the operation should be financially successful if the preliminary estimates are substantiated by the proposed feasibility study.

It is recommended that a major feasibility study be undertaken to provide detailed information on Ore Reserves, Mining Costs and Methods, Capital and Operating costs, Engineering data and Marketing. The total cost of this proposed study is \$910,000.

USE OF PROCEEDS

The estimated amount of net proceeds to the Company from the sale of the 650,000 shares offered by this prospectus will be approximately \$958,000 after deducting the expenses of this issue estimated not to exceed \$30,000.

The Company will employ its funds to carry out a major study recommended by its consulting engineers to establish the feasibility of producing sulphuric acid and iron pellets from the pyrite deposits of the Company located in the Michipicoten area of Ontario. This study, together with such additional work as may be necessary in connection therewith, is estimated to cost \$910,000 and will provide detailed information on ore reserves, mining costs and methods, capital and operating costs and engineering data and marketing.

The Company has obtained a line of credit of up to \$150,000 from a chartered bank in order that it may proceed immediately with additional work necessary for the feasibility study. Part of the proceeds from the sale of the underwritten shares will be used to repay in full all money advanced to the Company under this line of credit prior to receipt by the Company of payment for the shares.

The sale of the underwritten shares will also provide the Company with funds sufficient to repay outstanding liabilities reflected in the accompanying financial information, and with working capital to carry on its ordinary operating expenses.

CAPITALIZATION

<u>Designation of Security</u>	<u>Number and Amount Authorized</u>	<u>Outstanding as at Dec. 31, 1968</u>	<u>Outstanding as at Apr. 30, 1969</u>	<u>Outstanding upon completion of this financing*</u>
Shares without par value	3,000,000	900,007	900,007	1,550,007
	(\$6,000,000)	(\$ 420,007)	(\$ 420,007)	(\$1,408,007)

* This gives effect to the sale by the Company at \$1.52 per share of the 650,000 shares offered by this prospectus.

PROPERTY INTERESTS

A. Irsugo Consolidated Mines Limited, Suite 3000, Toronto-Dominion Centre, Toronto, Ontario ("Irsugo"), a public company, is the owner in fee simple of 380.17 acres of land in Township 28, Range 26, in the District of Algoma, in the Province of Ontario, presently registered in the Land Titles Office at Sault Ste. Marie, Ontario, as Parcel 1442 Algoma West Section. The land is subject to a perpetual rent charge in favour of Algoma Central Railway ("Algoma") charged upon and issued out of the said lands and the mines and minerals thereon, of the amount of the royalties as follows:

- (i) On gold, silver, copper or nickel, two (2) per cent of the market value of the output up to \$1,000,000, three (3) per cent of the market value of the output over \$1,000,000 up to and including \$4,000,000 and five (5) per cent of the market value of the output over \$4,000,000;
- (ii) On iron ore (excepting siderite, pyrites and other sulphides) fifteen (15) cents per long ton of raw ore;
- (iii) On siderite, pyrites, or other sulphides, ten (10) cents per long ton of raw ore;
- (iv) On other minerals, not less than fifteen (15) cents per long ton of raw ore, and not more than five (5) per cent of their market value at date of shipment.

B. By virtue of a lease dated the 19th day of May, 1939, comprising the leasehold lands registered under The Land Titles Act as Parcel 498 in the Register for Algoma Leaseholds in the District of Algoma, being 113.63 acres more or less in Township 28, Range 26, of the District of Algoma, Algoma is the lessor and Irsugo is the lessee for a term of ninety-nine years to be computed from the 1st day of June, 1939, at an annual rental of \$1.00 payable in advance on the 1st day of June in each and every year during the currency of the lease and yielding and paying as rent in addition thereto on the 15th day of each and every month during the currency of the lease royalties identical to those set out in paragraph A. hereof.

The lease provides, inter alia, that:

- (i) the lessee shall pay rent, taxes, rates and all other assessments;
- (ii) the lessee shall ship over the railway and/or other transportation facilities of the lessor, all inbound and outbound freight and express required for the development and/or operation of the demised lands and insofar as the lessee is able, to transport all employees engaged in the development and/or operation of the demised lands, over the lessor's railway;
- (iii) the lessee agrees that, provided rates and conditions are equal, the lessor shall be given the first refusal for the transporting by the lessor's steamship line of all water-borne traffic for movement on the Great Lakes originating at and/or destined to the demised lands;

- (iv) the lessor agrees to maintain reasonable and equitable freight, express and passenger rates on its railway and/or other transportation facilities;
- (v) the lessee, its agents, servants and workmen have full and exclusive liberty, power and authority to enter upon the demised lands and to search for, dig, work, mine, procure, carry away and sell or otherwise dispose of any and all minerals which may be found within the limits of the said lands and to erect and maintain thereon all such buildings, excavations, openings, ditches, drains, power lines, tram-ways, smelters or other improvements that shall or may be deemed necessary or convenient for the purposes aforesaid and to use such timber on the said lands as shall or may be deemed necessary for any purposes aforesaid;
- (vi) the rights granted to the lessee shall not include the right to any water power on the demised lands nor the right to use timber or other woods on the said lands where the lessor can not legally permit such use, or where such right is under contract to other persons or corporations;
- (vii) the lessor has the right to cross the demised lands or any part thereof with its railroad and to erect buildings or other structures thereon for the purposes of its railway and for such purposes may lay out a right-of-way not exceeding one hundred feet in width for any such railroad, branch or siding;
- (viii) the lessee shall have the right in the event that there is no default under the lease, upon completion of the present term, to renew this lease for a further term of ninety-nine years upon the same terms but excluding the right of renewal;
- (ix) the lessee, when not in default under the lease and upon payment of rent to the date of termination, may at any time terminate the lease upon giving to the lessor six months' notice in writing of its intention so to do;
- (x) the lessee shall conform to and carry out the provisions of the rules respecting the operation of mines, which rules are set out in the lease.

C. By agreement dated the 14th day of March, 1967, and made between Irsugo and Northwood Mining Limited, Suite 506, 540 Burrard Street, Vancouver, B.C. ("Northwood"), a private company incorporated under the laws of the Province of British Columbia (hereinafter referred to as the "Option Agreement"), Irsugo granted a working option to Northwood to acquire the freehold lands in Parcel 1442 and the leasehold lands in Parcel 498. In order to keep the option in good standing:

- (i) the following payments have to be made by Northwood to Irsugo, i.e.
 - \$7,500.00 upon receipt by Northwood of a favourable legal opinion by counsel for Irsugo that the shareholders of Irsugo had confirmed the option agreement;
 - \$2,500.00 on or before the expiration of six months from the date of the option agreement;
 - \$10,000.00 on or before the expiration of twelve months from the date of the option agreement;
 - \$10,000.00 on or before the expiration of eighteen months from the date of the option agreement;
 - \$10,000.00 on or before the expiration of twenty-four months from the date of the option agreement;
 - \$10,000.00 on or before the expiration of thirty months from the date of the option agreement;
- (ii) Northwood must keep the lands subject to the option in good standing by the doing of any required assessment work thereon, payment of taxes and the doing of all other acts and things which may be necessary in that regard.

During the currency of the option Northwood shall have the sole and exclusive right to enter upon the mining lands and exclusive possession thereof and to prospect, develop, explore, diamond drill and do all other mining work thereon and thereunder as Northwood may in its sole discretion deem advisable, and to bring upon and erect upon the mining lands such mining plant, buildings, machinery, tools, appliances and/or equipment and to take from the mining lands and sell or dispose of ores, minerals and metals for the purpose of making assays and tests. Northwood shall have the right and option at any time before the 14th day of August, 1973, providing the option remains in full force and effect, to notify Irsugo that it has decided to proceed with the development of the mining lands or a portion thereof and to bring same into commercial production and that it has arranged adequate financing for such purpose, whereupon Northwood will then be committed to put the mining lands or a portion thereof into commercial production, all in accordance with a feasibility report which will be prepared by Northwood and delivered to Irsugo. Upon delivery by Northwood to Irsugo of the said notice, evidence of financing and the feasibility report, Irsugo shall execute and deliver to Northwood a good and valid conveyance of the freehold lands comprising Parcel 1442 and an assignment of the leasehold lands in Parcel 498, or such portion thereof as is designated by Northwood, subject in each case to the rentals and royalties payable to Algoma, and the consideration for such conveyance and assignment

shall be \$950,000.00 payable by Northwood to Irsugo out of 10% of the net profits as defined in the option agreement made by Northwood from commercial production from the said lands.

The Option Agreement provides that Northwood may assign the agreement to another company provided that such other company is acceptable to Irsugo and has entered into an agreement in form satisfactory to Irsugo to the effect that such company will assume and carry out all the covenants and obligations of Northwood under the Option Agreement.

The only person having a greater than 5% interest in Northwood Mining Limited is J. E. R. Wood, the Chairman and a director of the Company.

D. By an agreement dated the 20th day of December, 1967, Northwood transferred and assigned all of its right, title and interest in and to the Option Agreement and in and to the freehold lands set out in Parcel 1442 and the leasehold lands set out in Parcel 498 (hereinafter for convenience sometimes called the "Property Interests") to Superior Iron & Acid Ltd. (N.P.L.) (now Western Iron & Acid Ltd. (N.P.L.)), Suite 506, 540 Burrard Street, Vancouver, British Columbia, a company incorporated under the laws of the Province of British Columbia (hereinafter referred to as the "B.C. Company"). The B.C. Company covenanted and agreed to carry out all of the covenants and obligations of Northwood under the Option Agreement.

By a further agreement dated the 19th day of August, 1968, the B.C. Company transferred and assigned to the Company all of its right, title and interest in and to the Property Interests, together with the full use and benefits of an economic feasibility study and a pro forma financial projection which was prepared for the B.C. Company, several engineers' reports on the mining lands and certain market studies prepared by W. C. Ralston and Associates. In addition, the B.C. Company assigned to the Company the benefit of certain negotiations which had been carried on by the B.C. Company with various companies with reference to off-loading and dock charges; fixing of preferential freight rates both in Canada and the United States; tanker costs; construction of storage tanks; cost of metallurgical coal, property for a tank farm site and electrical rates therefor; marketability and sale of both sponge iron and sulphuric acid; settling of insurance rates and premiums; leasing of sulphuric acid tank cars; cost comparison studies re plant location; the markets that have been ascertained for sulphuric acid and iron and the forecast of the prices at which sulphuric acid and iron can be sold.

The consideration for the said assignment and the aforementioned benefits was the allotment and issue to the B.C. Company of 800,000 fully paid and non-assessable shares in the capital of the Company, of which 125,000 shares were issued free of escrow and the remaining 675,000 shares were issued subject to the terms of escrow set forth under the caption "Escrowed Shares".

Under the last-mentioned agreement the Company agreed to assume and carry out all of the covenants and obligations of Northwood under the Option Agreement. Both Algoma and Irsugo have consented in writing to the above-mentioned assignments. To date \$40,000.00 has been paid under the Option Agreement and same is presently in good standing.

The shareholders of the B.C. Company holding more than 5% of the issued shares thereof are:

B. D. Harwood and D. W. Campbell, c/o Bank of Montreal, 10th Avenue and Granville Street, Vancouver, B.C.

Jogran Mines Limited, Suite 506, 540 Burrard Street, Vancouver, B.C.

Continental McKinney Mines Ltd. (N.P.L.), Suite 506, 540 Burrard Street, Vancouver, B.C.

Merton Lake Lumber Ltd., 6116 Southlands Place, Vancouver, B.C.

Northwood Mining Limited, Suite 506, 540 Burrard Street, Vancouver, B.C.

W. C. Ralston, Suite 209, 185 Bay Street, Toronto, Ontario.

Jerwood Corporation Limited, Suite 506, 540 Burrard Street, Vancouver, B.C.

The Company understands that the B.C. Company intends to take the necessary steps to surrender its certificate of incorporation and be dissolved and, as incidental thereto, that it will rateably distribute its assets among its shareholders. It is believed that the only asset of the B.C. Company at present is the aforesaid 800,000 shares of the Company.

E. By a further and supplemental agreement made as of the 17th day of December, 1968, between Irsugo and the Company, Irsugo confirmed that the surface rights in a further parcel of land, comprising 18.7 acres and being part of Parcel 1796 in the Register for the District of Algoma West Section and located in Township 27 Range 26 in the said District of Algoma, should have been included in the Option Agreement referred to above so that the same would have formed part of the Property Interests. The said supplemental agreement conveyed and assigned the said surface rights in the above-described lands to the Company to the same effect and intent as if such surface rights had originally been included in the original Option Agreement with Irsugo.

WORK DONE AND IN PROGRESS

Reference is made to the caption "The Company" and particularly to the text of the summary of the report of Duncan R. Derry Limited reproduced thereunder, for a brief statement of work known to have been done by previous operators of the Company's optioned property at Goudreau, Ontario, prior to acquisition of rights thereto by Western Iron & Acid Ltd. (N.P.L.) (sometimes referred to herein as the "B.C. Company").

During the period that the B.C. Company held the property under option, as referred to under the caption "Property Interests", the B.C. Company caused to be carried out certain examinations of the property, including a preliminary feasibility study. In addition, studies of the important economic aspects of the proposed project were made and negotiations entered into with various interests, all as more particularly described under Section D. of the said caption "Property Interests". It is estimated that, exclusive of property option payments, the B.C. Company expended about \$50,000 on such work.

Since the acquisition of option rights to the property by the Company, the Company has been privately financed to the extent of \$100,000 to pay the cost of approximately 5,300 feet of diamond drilling, concentration tests and assays required to be done for the purposes of the evaluation of the project and the preliminary report as to its feasibility by Duncan R. Derry Limited. Reference is again made to the caption "The Company".

As recommended in the aforementioned report of Duncan R. Derry Limited, the Company is now undertaking the major feasibility study of the project. A contract is being let for the driving of an adit of approximately 2,000 feet in length into the North Band referred to in the report. A contract has also been let for approximately 15,000 feet of surface diamond drilling, and this drilling program is well advanced.

The Company has retained Henry J. Kaiser Company (Canada) Limited to carry out and supervise the over-all program and to prepare an independent report as to feasibility. A contract has been entered into with Dorr-Oliver Incorporated, Stamford, Connecticut, providing for engineering and design for the fluid bed roaster and contact acid plant proposed to be located at Ashtabula, Ohio.

OFFERING

By an agreement dated the 3rd day of May, 1969, Nesbitt Thomson Securities Limited, P.O. Box 35, Toronto-Dominion Centre, Toronto, Ontario (the "Underwriter"), as principal, has offered to purchase from the Company and the Company has agreed to sell to the Underwriter 650,000 authorized but presently unissued shares without par value in the capital of the Company, at the price of \$1.52 per share, for a net amount of \$988,000. The price of the shares offered was established by negotiation between the parties to the said Agreement and the obligations of the Underwriter are subject to the fulfilment of legal requirements and certain other terms and conditions stated in such Agreement, but in no event may the Underwriter purchase part only of the shares offered hereby. There are no sub-underwritings or sub-option agreements.

Delivery of the underwritten shares to the Underwriter is to be made on the tenth day (excluding Saturdays, Sundays and holidays) after the latest of the dates on which the Securities Commissions of Ontario and British Columbia shall have issued their respective filing receipts for this prospectus, subject to a "market out" clause exercisable by the Underwriter at any time up to 24 hours prior to delivery to the Underwriter of the underwritten shares.

The Company has agreed with the Underwriter that until December 1, 1980, whenever the Company contemplates any financing, the Company will afford the Underwriter first opportunity to undertake the same.

DESCRIPTION OF SHARES

The capital of the Company consists of one class of shares only, namely 3,000,000 shares without par value, of which the shares offered by the prospectus are part. All shares of the Company rank equally as to entitlement to dividends and voting rights, each share carrying one vote at all meetings of the Company. There are no agreements extant or proposed limiting the payment of dividends. There are no conversion, pre-emptive, liquidation or distribution rights or other special privileges or provisions whatsoever attaching to any of the shares in the capital of the Company. None of the presently issued and outstanding shares in the capital of the Company are subject to call, all having been issued as fully paid and non-assessable. None of the shares offered hereby will be subject to call or assessment of any kind.

PRINCIPAL HOLDERS OF SHARES

The following tables are furnished as of April 30, 1969.

- (a) The following sets forth the owners of more than 10% of the issued shares of the Company:

<u>Name and Address</u>	<u>Designation of Class</u>	<u>Type of Ownership</u>	<u>No. of Shares Owned</u>	<u>Percentage of Class**</u>
Western Iron & Acid Ltd. (N.P.L.) Suite 506, 540 Burrard Street, Vancouver, B.C.	Shares without par value	Record and beneficial	800,000*	88.9%

*William C. Ralston, the President, and R. G. Caine, the Vice-President, of the Company, and Northwood Mining Limited (owned and controlled by J. E. R. Wood, the Chairman and a director of the Company) each owns beneficially, directly or indirectly more than 10% of the outstanding shares of Western Iron & Acid Ltd. (N.P.L.). It is believed that the latter company intends to surrender its certificate of incorporation and be dissolved in accordance with the laws of British Columbia. As incidental thereto all of its assets, consisting now only of the above 800,000 shares of the Company, will be distributed rateably among its shareholders. Reference is made to the caption "Property Interests" for the names of the persons or companies owning more than 5% of the issued shares of Western Iron & Acid Ltd. (N.P.L.).

**This does not include the 650,000 shares offered by this prospectus.

- (b) The following sets forth the percentage of shares beneficially owned by directors and senior officers:

<u>Designation of Class</u>	<u>Percentage of Class</u>
Shares without par value	9.5%

The above figure does not include shares which will be received by those directors and senior officers who are shareholders of Western Iron & Acid Ltd. (N.P.L.) upon the proposed distribution of the assets of that company to its shareholders as referred to above. Reference is made to the caption "Property Interests".

- (c) The following sets forth comparisons expressed in numbers and percentages of total issued shares without par value, between the shares being offered to the public for cash and those issued or to be issued to promoters, directors, officers, controlling persons and underwriters ("Controlling Persons"):

	<u>Owned by Controlling Persons</u>		<u>Owned by Public</u>	
	<u>Number</u>	<u>Percentage of Class</u>	<u>Number</u>	<u>Percentage of Class</u>
(i) As at April 30, 1969	900,007	100%	Nil	—
(ii) After distribution of the shares offered hereby	900,007	58%	650,000	42%

DIRECTORS AND OFFICERS

The names, addresses and occupations of the directors and officers of the Company and the positions held are listed below:

<u>Name and Occupation</u>	<u>Address</u>	<u>Position Held</u>
John Edward Rogers Wood, M.C., B.A.Sc., P.Eng., President of Northwood Mining Limited and a director and/or officer of other mining companies, including Western Mines Limited and Ionarc Smelters Limited.	1551 Angus Drive, Vancouver, B.C.	Chairman of the Board and a Director
William Clare Ralston, M.B.A., C.P.A., Business Executive; sole owner of W. C. Ralston and Associates, Seattle, Washington.	750 Avenue Road, Toronto, Ontario	President, General Manager and a Director
Robert Geoffrey Caine, B.A.Sc., Business Executive; President of Merton Lake Lumber Ltd., Prince George, B.C.	6116 Southlands Place, Vancouver 13, B.C.	Vice-President, Treasurer and a Director

<u>Name and Occupation</u>	<u>Address</u>	<u>Position Held</u>
James Patrick Manley, Queen's Counsel, senior partner of Messrs. Manley, Grant, Armstrong, & Camisso, Barristers and Solicitors, Toronto, Ontario.	25 Country Lane Willowdale, Ontario	Secretary and a Director
Benham Gardner Cheney, Business Executive; director and member of Executive Committee of the Farmers National Bank and Trust Company, Ashtabula, Ohio.	1211 Bunker Hill Rd., Ashtabula, Ohio	Director
Donald Lischer Roberts, B.Sc. (C.E.), C.E., Professional Engineer; Self-employed as a Consulting Engineer.	7155 North 7th St., Phoenix, Arizona	Director
William Edward Rogan, B.A.Sc., P.Eng., C.F.A., Senior Mining Specialist, Nesbitt, Thomson and Company, Limited.	99 Garfield Avenue, Toronto 7, Ontario	Director

All of the above-mentioned persons have been engaged in their present occupations for the past five years except W. E. Rogan who prior to June, 1967 was employed by another major firm of Investment Dealers.

REMUNERATION OF DIRECTORS AND SENIOR OFFICERS

A fee of \$50 is paid to each director for each meeting of the board attended by him and as of December 31st, 1968, \$1,025 had been paid to directors. No other remuneration has yet been paid to any of the officers or directors of the Company.

Effective January 1st, 1969, the Company has agreed to pay its President, W. C. Ralston, who is also the General Manager, the annual sum of \$27,000 and to pay the Vice-President and Treasurer, R. G. Caine, the annual sum of \$22,500.

ESCROWED SHARES

Certificates representing 675,000 shares in the capital of the Company are held in escrow by Guaranty Trust Company of Canada, 88 University Avenue, Toronto, Ontario, subject to release only upon the prior written consents of the Ontario Securities Commission and the regulatory body in each other jurisdiction in which the shares of the Company are qualified for sale to the public. Any dealings with such shares within the escrow are also subject to the prior written consent of the Ontario Securities Commission and the British Columbia Securities Commission.

In order to meet the requirements of the British Columbia Securities Commission, Western Iron & Acid Limited, the owner of the 125,000 shares issued free of escrow, as referred to in Section "D" under the caption "Property Interests", has agreed with the British Columbia Securities Commission as follows:

- (a) to donate 5,000 of such shares for the benefit of the treasury of the Company;
- (b) to place the said 125,000 shares in escrow with the Stock Registrar and Transfer Agent of the Company, subject to release only upon the prior written consent of the British Columbia Securities Commission.

<u>Designation of Class</u>	<u>No. of Shares in escrow</u>	<u>Percentage of Class*</u>
Shares without par value	800,000	51.6%

*After giving effect to the issue of the 650,000 shares offered by this prospectus.

Reference is made to Section D. under the caption "Property Interests".

OPINIONS OF COUNSEL

All legal matters relating to the issue and sale of the shares offered by this prospectus will be subject to the approval of Manley, Grant, Armstrong & Camisso, on behalf of the Company, and Fasken & Calvin, on behalf of Nesbitt Thomson Securities Limited.

PRIOR SALES

The Company sold privately from treasury on November 20th, 1968, 100,000 shares at \$1.00 per share to the following parties, in the amounts set opposite each name:

Merton Lake Lumber Limited	50,000 shares
Northwood Mining Limited	12,500 shares
William C. Ralston	22,500 shares
Nesbitt Thomson Securities Limited	15,000 shares

These shares were purchased by the subscribers for investment purposes and not with a view to re-sale or distribution and are not offered hereunder. No shares have been sold to the public.

PROMOTER

By virtue of the definition of "promoter" set forth in The Securities Act, 1966 (Ontario) and the Securities Act, 1967 (British Columbia), Western Iron & Acid Ltd. (N.P.L.), the B.C. Company referred to throughout this prospectus, may be regarded as having been the promoter of the Company. The Company acquired from the said promoter certain assets in consideration of the allotment and issue to it of 800,000 fully paid and non-assessable shares in the capital of the Company issued at the equivalent of 40 cents per share. Reference is made to the caption "Property Interests" for particulars. Reference is made to the said caption for a statement of those owning a greater than 5% interest in the issued shares of the promoter.

The Company is informed that Western Iron & Acid Ltd. (N.P.L.) intends to surrender its certificate of incorporation and to be dissolved under the laws of British Columbia, and as incidental thereto, will rateably distribute its assets among its shareholders.

PRELIMINARY EXPENSES

The preliminary expenses of the Company from its incorporation to December 31, 1968, were \$53,631.09 for development, whereof \$22,288.77 has been paid and \$31,342.32 was unpaid at December 31st, 1968, and \$17,021.69 for administration, whereof \$9,965.96 has been paid and \$7,055.73 remains unpaid at December 31, 1968. It is estimated that future administrative expenses for the current year will be \$175,000 and development expenses for such period will be \$825,000. Reference is made to the caption "Use of Proceeds".

DIVIDENDS

No dividends have been paid by the Company to date.

AUDITORS

The auditors for the Company are Messrs. Peat, Marwick, Mitchell & Co., 4 King Street West, Toronto, Ontario.

SHARE REGISTRAR AND TRANSFER AGENT

Guaranty Trust Company of Canada, at its offices at 88 University Avenue, Toronto, Ontario and 624 Howe Street, Vancouver, British Columbia, is the Share Registrar and Transfer Agent for the Company.

MATERIAL CONTRACTS

The following are the only material contracts entered into by the Company to date:

Agreement dated the 19th day of August, 1968, between Superior Iron & Acid Ltd. (N.P.L.) (now Western Iron & Acid Ltd. (N.P.L.)) and the Company whereby the Company acquired its interest in the mining lands referred to under the caption "Property Interests".

Agreement dated the 17th day of December, 1968, between the Company and Irsugo Consolidated Mines Limited whereby the interest of Irsugo Consolidated Mines Limited in the surface rights of part of Parcel 1796 in Township 27, Range 26, in the District of Algoma and Province of Ontario, is deemed to be part of the Option Agreement referred to in paragraph D. under the caption "Property Interests".

Agreement dated February 19th, 1969, between the Company and Henry J. Kaiser Company (Canada) Limited referred to under the caption "Work Done and In Progress".

Agreement dated March 13th, 1969, between the Company and Dorr-Oliver Incorporated referred to under the caption "Work Done and In Progress".

Agreement dated the 3rd day of May, 1969, between the Company and Nesbitt Thomson Securities Limited referred to under the caption "Offering".

Copies of the above agreements will be available for inspection during business hours at the Head Office of the Company, Second Floor, 185 Bay Street, Toronto, Ontario, during the period that the shares hereby offered are in the course of primary distribution and for thirty days thereafter.

INTEREST OF MANAGEMENT AND OTHERS IN MATERIAL TRANSACTIONS

J. E. R. Wood, the Chairman of the Board of Directors of the Company, is the major shareholder of Jerwood Corporation Limited ("Jerwood") and Northwood Mining Limited ("Northwood"). R. Geoffrey Caine is the major shareholder of Merton Lake Lumber Ltd. ("Merton"). Jerwood, Northwood and Merton are the owners of more than 5% of the issued shares of Western Iron & Acid Ltd. (N.P.L.) and William C. Ralston, the President of the Company, and the sole owner of W. C. Ralston and Associates also owns more than 5% of the issued shares of Western Iron & Acid Ltd. (N.P.L.).

Western Iron & Acid Ltd. (N.P.L.) assigned and conveyed certain property interests to the Company in return for 800,000 shares in the capital of the Company. Reference is made to the caption "Property Interests". The said officers of the Company may be said to have an indirect interest in the said transaction by virtue of their direct or indirect ownership of shares of Western Iron & Acid Ltd. (N.P.L.).

PURCHASERS' STATUTORY RIGHTS OF WITHDRAWAL AND RESCISSION

Sections 63 and 64 of The Securities Act, 1966 (Ontario) provide, in effect, that where a security is offered to the public in the course of primary distribution:

- (a) a purchaser will not be bound by a contract for the purchase of such security if written or telegraphic notice of his intention not to be bound is received by the vendor not later than midnight on the second business day after the prospectus or amended prospectus offering such security is received or is deemed to be received by him or his agent; and
- (b) a purchaser has the right to rescind a contract for the purchase of such security, while still the owner thereof, if the prospectus or any amended prospectus offering such security contains an untrue statement of a material fact or omits to state a material fact necessary in order to make any statement therein not misleading in the light of the circumstances in which it was made, but no action to enforce this right can be commenced by a purchaser after the expiration of 90 days from the later of the date of such contract or the date on which such prospectus or amended prospectus is received or is deemed to be received by him or his agent.

Sections 61 and 62 of the Securities Act, 1967 (British Columbia) provide in effect that, where a security is offered to the public in the course of primary distribution, a purchaser has the same right of rescission described in (b) above and also that a purchaser has a right to rescind a contract for the purchase of a security, while still the owner thereof, if a copy of the last prospectus, together with financial statements and reports and summaries of reports relating to the securities as filed with the British Columbia Securities Commission, was not delivered to him or his agent prior to delivery to either of them of the written confirmation of the sale of the securities. Written notice of intention to commence an action for rescission must be served on the person who contracted to sell within 60 days of the date of delivery of the written confirmation, but no action shall be commenced after the expiration of three months from the date of service of such notice.

Reference is made to the said Acts for the complete texts of the provisions under which the foregoing rights are conferred and the foregoing summary is subject to the express provisions thereof.

PROPOSED AMENDMENT TO THE MINING ACT (ONTARIO)

On April 2, 1969, a Government Bill was introduced in the Ontario Legislature to amend the provisions of The Mining Act (Ontario), the effect of which would be that any company mining ores in Ontario would be required to treat and refine such ores "in Canada so as to yield refined metal or other product suitable for direct use in the arts without further treatment". The proposed amendment, which, if passed into law, would come into force on January 1st, 1970, makes provision for obtaining an exemption from its provisions.

The anticipated operations of the Company, referred to under the caption "The Company" are specifically exempted under the existing provisions of The Mining Act but if the Bill becomes law, the Company will have to either obtain an exemption or comply with its provisions.

The Company has made representations to the Minister of Mines, who has undertaken that, if the proposed amendment becomes law and if the representations made to him by the Company continue to be true, then upon the making of an application by the Company for an exemption from the provisions of the Act, as amended, he will recommend to the Lieutenant-Governor-in-Council that an Order-in-Council be granted to the Company for an exemption from such provisions for a maximum period of ten years.

At the end of such an exemption period the Company would be at liberty to make application for a further exemption but at that time the circumstances relating to the operations of the Company would be reviewed by the Government.

SUPERIOR ACID & IRON LIMITED

Balance Sheet — December 31, 1968

ASSETS

Current assets:

Cash	\$ 61,334.79
Prepaid expenses	4,445.00
Total current assets	<u>\$ 65,779.79</u>
Mining option, at cost (notes 1 and 2)	330,000.00
Deferred exploration, development and administrative expenses (Schedule 1)	70,652.78
	<u><u>\$466,432.57</u></u>

LIABILITIES AND SHAREHOLDERS' EQUITY

Current liabilities:

Accounts payable and accrued liabilities	\$ 38,898.05
Due to parent, Western Iron & Acid Ltd.	7,527.52
Total current liabilities	<u>\$ 46,425.57</u>

Shareholders' equity:

Capital stock (note 3):	
Common shares of no par value. Authorized 3,000,000 shares; issued 900,007 shares — stated value	420,007.00
	<u><u>\$466,432.57</u></u>

See accompanying notes to financial statements.

On behalf of the Board:

“R. G. CAINE,” Director.

“JAMES P. MANLEY,” Director.

AUDITORS' REPORT

The Board of Directors
Superior Acid & Iron Limited

We have examined the balance sheet of Superior Acid & Iron Limited as of December 31, 1968 and the statement of source and application of funds for the period July 4, 1968 (date of incorporation) to December 31, 1968. Our examination included a general review of the accounting procedures and such tests of accounting records and other supporting evidence as we considered necessary in the circumstances.

In our opinion, these financial statements present fairly the financial position of the company at December 31, 1968 and the source and application of its funds for the period July 4, 1968 to December 31, 1968, in accordance with generally accepted accounting principles applied on a consistent basis.

April 30, 1969
Toronto, Ontario

PEAT, MARWICK, MITCHELL & CO.,
Chartered Accountants.

SUPERIOR ACID & IRON LIMITED

Statement of Source and Application of Funds

For the period from July 4, 1968
(date of incorporation) to December 31, 1968

Funds provided:

Issue of treasury shares (note 3):

Cash	\$100,007.00
Mining option	320,000.00
	<hr/>
	\$420,007.00

Funds used:

Acquisition of mining option (notes 1 and 2)	\$330,000.00	
Deferred exploration, development and administrative expenses	70,652.78	400,652.78
	<hr/>	<hr/>
Working capital — December 31, 1968		\$ 19,354.22
		<hr/> <hr/>

See accompanying notes to financial statements.

SUPERIOR ACID & IRON LIMITED

Notes to Financial Statements

December 31, 1968

1. On August 19, 1968 the Company obtained a working option on certain lands in the District of Algoma in the Province of Ontario comprising 493.8 acres in Township 28, Range 26. These lands are subject to the following conditions and arrangements under prior agreements:
 - (a) With respect to 380.17 acres of the lands mentioned above, Irsugo Consolidated Mines Limited, ("Irsugo"), Toronto, Ontario, is the owner of such acreage. The land is subject to a perpetual rent charge in favour of The Algoma Central and Hudson Bay Railway Company ("Algoma") charged upon and issued out of the said lands and the mines and minerals thereon, of the amount of the royalties as follows:
 - (i) On gold, silver, copper or nickel, two (2) per cent of the market value of the output up to \$1,000,000, three (3) per cent of the market value of the output over \$1,000,000 up to and including \$4,000,000 and five (5) per cent of the market value of the output over \$4,000,000;
 - (ii) On iron ore (excepting siderite, pyrites and other sulphides) fifteen (15) cents per long ton of raw ore;
 - (iii) On siderite, pyrites, or other sulphides, ten (10) cents per long ton of raw ore;
 - (iv) On other minerals, not less than fifteen (15) cents per long ton of raw ore, and not more than five (5) per cent of their market value at date of shipment.
 - (b) By virtue of a lease dated the 19th day of May, 1939, comprising the leasehold lands registered under The Land Titles Act as Parcel 498 in the Register for Algoma Leaseholds in the District of Algoma, being 113.63 acres more or less in Township 28, Range 26, of the District of Algoma, Algoma is the lessor and Irsugo is the lessee for a term of ninety-nine years to be computed from the 1st day of June, 1939, at an annual rental of \$1.00 payable in advance on the 1st day of June in each and every year during the currency of the lease and yielding and paying as rent in addition thereto on the 15th day of each and every month during the currency of the lease royalties identical to those set out in paragraph (a) above. The lease provides that the lessee shall pay taxes, rates and all other assessments and shall have full power to search for etc. and mine minerals which may be found on the said lands.
 - (c) By agreement (hereinafter referred to as the "Option Agreement"), dated the 14th day of March, 1967, and made between Northwood Mining Limited, Vancouver, B.C. ("Northwood"), and Irsugo the latter company granted a working option to Northwood to acquire the freehold lands and the leasehold lands referred to above. Subject to the rents and royalties above mentioned as outlined in note 2, certain payments are required to be made to keep the option in good standing.

The option agreement provides Northwood with the sole and exclusive right to enter upon the mining lands and exclusive possession thereof and to prospect, develop, explore, diamond drill and do all other mining work thereon and thereunder as Northwood may in its sole discretion deem advisable, and to bring upon and erect upon the mining lands such mining plant, buildings, machinery, tools, appliances and/or equipment and to take from the mining lands and sell or dispose of ores, minerals and metals for the purpose of making assays and tests. Northwood shall have the right and option at any time before the 14th day of August, 1973, providing the option remains in full force and effect, to notify Irsugo that it has decided to proceed with the development of the mining lands or a portion thereof and to bring same into commercial production and that it has arranged adequate financing for such purpose, whereupon Northwood will then be committed to put the mining lands or a portion thereof into commercial production, all in accordance with a feasibility report which will be prepared by Northwood and delivered to Irsugo. Upon delivery by Northwood to Irsugo of the said notice, evidence of financing and the feasibility report, Irsugo

shall execute and deliver to Northwood a good and valid conveyance of the freehold lands and an assignment of the lease with respect to the leasehold lands, or such portion thereof as is designated by Northwood subject in each case to the rentals and royalties payable to Algoma, and the consideration for such conveyance and assignment shall be \$950,000.00 payable by Northwood to Irsugo out of 10% of the net profits as defined in the option agreement made by Northwood from commercial production from the said mining lands.

- (d) By an agreement dated the 20th day of December, 1967, Northwood transferred and assigned all its, right, title and interest in and to the option agreement and in and to the freehold lands and the leasehold lands to Western Iron & Acid Ltd. (formerly Superior Iron & Acid Ltd.), Vancouver, B.C., (hereinafter referred to as the "B.C. Company"), and the B.C. Company covenanted and agreed to carry out all the covenants and obligations of Northwood under the option agreement.
 - (e) By a further agreement dated the 19th day of August, 1968, the B.C. Company transferred and assigned to the Company all its right, title and interest in and to the option agreement and in and to the freehold lands and the leasehold lands, together with the full use and benefits of the economic feasibility study, the financial projection, several engineers' reports on the mining lands, the market studies and, in addition, the benefit of certain negotiations which have been carried on by the B.C. Company with various companies with reference to the storing, shipping and marketing of sulphuric acid and sponge iron. The consideration for the said assignment and the heretofore recited benefits was the allotment and issue to the B.C. Company of 800,000 shares in the capital of the Company, having a stated value of \$320,000.00 which were issued subject to certain terms of escrow.
 - (f) By agreement dated December 17, 1968 between the Company and Irsugo, the latter's interest in and to the surface rights of some 18.7 acres in the District of Algoma was included in the option agreement.
2. With respect to the option agreement mentioned in 1 (c) above, the Company paid \$10,000 in 1968 and is required to pay taxes and do any required assessment work and to pay the following instalments of the option price to keep the working option in good standing:

\$10,000 on or before March 14, 1969 (paid on instalment date);
\$10,000 on or before September 14, 1969

3. Since its incorporation on July 4, 1968 the Company has issued the following shares:

	Number	Amount
For cash	100,007	\$100,007.00
For mining option (note 1)	800,000	320,000.00
	<u>900,007</u>	<u>\$420,007.00</u>

4. The Company has entered into an agreement with underwriters for the sale of 650,000 common shares without par value. The estimated net proceeds to be derived by the Company from this sale amounting to approximately \$988,000 will be employed to carry out a major study recommended by its consulting engineers to establish the feasibility of producing sulphuric acid and iron pellets from the pyrite deposits of the company located in the Michipicoten area of Ontario. This study, together with such additional work as may be necessary in connection therewith, is estimated to cost \$910,000. The sale of the underwritten shares will also provide the Company with funds sufficient to repay outstanding liabilities reflected in the accompanying financial information, and with working capital to carry on its ordinary operating expenses.
5. Subsequent to December 31, 1968, the Company entered into contracts for the engineering and design of a fluid bed roaster and contact acid plant, for additional surface diamond drilling and driving of an adit of approximately 2,000 feet in length and a contract for the overall supervision of this work and for an independent report as to feasibility. The total of the base price liability under these contracts amounts to \$560,000 all of which will be payable in 1969.

SUPERIOR ACID & IRON LIMITED

Deferred Exploration, Development and Administrative Expenses

For the period from July 4, 1968

(date of incorporation) to December 31, 1968

Exploration and development:

Feasibility study	\$ 2,650.00	
Geological fees	8,021.29	
Drilling	39,010.25	
Mine site	3,949.55	\$53,631.09
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Administrative:

Directors' fees	\$ 1,025.00	
Rent	1,500.00	
Travel	10,111.71	
Telephone and telegraph	861.12	
Audit	500.00	
Legal	2,000.00	
Sundry	1,023.86	17,021.69
	<hr/>	<hr/>
		\$70,652.78
		<hr/>

MATERIAL FACTS

There are no material facts relating to the Company not disclosed in this prospectus.

DATED the 3rd day of May, 1969.

CERTIFICATE OF THE COMPANY AND PROMOTER

The foregoing constitutes full, true and plain disclosure of all material facts relating to the securities offered by this prospectus as required by Part VII of The Securities Act, 1966 (Ontario) and by Part VII of the Securities Act, 1967 (British Columbia) and the regulations under each of them.

"WM. C. RALSTON"
Chief Executive Officer

"R. G. CAINE"
Chief Financial Officer

On behalf of the Board of Directors

"DONALD L. ROBERTS"
Director

"JAMES P. MANLEY"
Director

PROMOTER:

WESTERN IRON & ACID LTD. (N.P.L.)
Per: "WM. C. RALSTON"

CERTIFICATE OF THE UNDERWRITER

To the best of our knowledge, information and belief, the foregoing constitutes full, true and plain disclosure of all material facts relating to the securities offered by this prospectus as required by Part VII of The Securities Act, 1966 (Ontario) and by Part VII of the Securities Act, 1967 (British Columbia) and the regulations under each of them.

NESBITT THOMSON SECURITIES LIMITED

Per: "J. I. CROOKSTON"

The following includes the names of all persons having an interest, directly or indirectly, to the extent of not less than 5% in the capital of Nesbitt Thomson Securities Limited: A. D. Nesbitt, J. I. Crookston, J. R. Osborne, H. E. Murray, D. B. Gill, J. R. Learn, C. I. Murray, D. E. M. Schaefer, J. D. McElhinney and D. N. Stoker.

